Employee Group Benefits
UNDERWRITTEN BY
SUN LIFE ASSURANCE COMPANY OF CANADA

University of Kentucky

GROUP POLICY NUMBER - 234939-001
BOOKLET EFFECTIVE DATE - July 1, 2014
Welcome to Sun Life Assurance Company of Canada (“Sun Life”). Sun Life is pleased to be your Employer’s insurance carrier for the benefits provided in the Group Policy. The description of Eligible Classes in the Benefit Highlights will help you determine what benefits apply to you.

The booklet is intended to provide a summarized explanation of the current Group Policy Benefits. However, the Group Policy is the document which forms Sun Life's contract to provide benefits. If the terms of the booklet and the Group Policy differ, the Group Policy will govern. A complete copy of the Group Policy is in the possession of your Employer and is available for your review. In the event of any changes in benefits or Group Policy provisions, you will be provided with a new booklet or a supplement which describes any changes.

Possession of this booklet does not necessarily mean you are insured under the Group Policy. The requirements for becoming eligible for insurance and the dates your insurance begins or ceases are explained within this booklet.

This booklet uses insurance terms and phrases that are listed in the Definitions Section.

For information, call the Sun Life Group Customer Service Center toll free at (800) 247-6875.
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EMPLOYEE LIFE INSURANCE

ELIGIBLE CLASSES

Employee Basic Life Insurance
All Full-Time United States WEPP Nurses working in the United States scheduled to work at least 24 hours per week.

All Full-Time United States Employees working in the United States scheduled to work at least 28 hours per week, excluding WEPP Nurses.

Employee Optional Life Insurance
All Full-Time United States WEPP Nurses working in the United States enrolled in Employee Basic Life Insurance scheduled to work at least 24 hours per week.

All Full-Time United States Employees working in the United States enrolled in Employee Basic Life Insurance scheduled to work at least 28 hours per week, excluding WEPP Nurses.

BASIC LIFE INSURANCE

CLASSIFICATION

1  All Eligible WEPP Nurses
2  All Other Eligible Employees

CLASS     LIFE
1 and 2    1 times your Basic
           Annual Earnings*

OPTIONAL LIFE INSURANCE

CLASSIFICATION

1  All Eligible WEPP Nurses
2  All Other Eligible Employees

CLASS     LIFE
1 and 2    1 times your Basic
           Annual Earnings*
You may elect one of the following Options:
Option I  2 times your Basic
Option II  3 times your Basic
Option III 4 times your Basic
Option IV  5 times your Basic
Option V  Annual Earnings*

* rounded to the next higher $1,000, if not already a multiple of $1,000.
The Basic Maximum Benefit is $1,000,000.

The Optional Maximum Benefit is $1,000,000.

The Minimum Benefit for Basic Life Insurance is $10,000.

The Minimum Benefit for Optional Life Insurance is $10,000.

If you were insured on June 30, 2014, your Guaranteed Issue Amount for Basic Life Insurance is the amount of Basic Life Insurance you had in force on June 30, 2014 or $750,000 whichever is greater.

If you were hired on or after July 1, 2014, your Guaranteed Issue Amount for Basic Life Insurance is $750,000.

(Applicable if you were hired on or after July 1, 2014)

The Guaranteed Issue Amounts for Optional Life Insurance are as follows:

<table>
<thead>
<tr>
<th>AGE</th>
<th>GUARANTEED ISSUE AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Under Age 70</td>
<td>The lesser of: 3 times your Basic Annual Earnings or $375,000</td>
</tr>
<tr>
<td>Age 70 or Over</td>
<td>$10,000</td>
</tr>
</tbody>
</table>

(Applicable if you were insured for Optional Life Insurance on June 30, 2014)

The Guaranteed Issue Amount for Optional Life Insurance is the amount of Optional Life Insurance you had in force on June 30, 2014 or the Guaranteed Issue Amount shown above, whichever is greater.

Your Basic Life Insurance cancels at your retirement, unless you are eligible for Retiree Basic Life Insurance. Your Optional Life Insurance cancels at your retirement.

Evidence of Insurability, satisfactory to Sun Life, will be required for any of the following reasons:
- you elect Basic Life Insurance only and later elect Optional Life Insurance; or
- you elect an increase in your amount of Optional Life Insurance in excess of ; or
- your amount of Life Insurance is in excess of the Guaranteed Issue Amount.

Basic Annual Earnings

All Eligible KCTCS Employees

Your current salary or wage from your Employer, rounded to the next higher $1,000 if not already a multiple of $1,000. Basic Annual Earnings includes deductions made for a pre-tax contributions to a qualified deferred compensation plan, Section 125 plan, or flexible spending account, but does not include income received due to commissions, bonuses, overtime or any other extra compensation.

All Other Eligible Employees

Your current salary or wage from your Employer. Basic Annual Earnings includes deductions made for pre-tax contributions to a qualified deferred compensation plan, Section 125 plan, or flexible spending account, but does not include income received due to commissions, bonuses, overtime or any other extra compensation.
BENEFIT HIGHLIGHTS

RETIRED EMPLOYEES (Basic Life Insurance only)

CLASSIFICATION

1  All Eligible Employees who were hired prior to August 1, 1965 and retire on or after July 1, 2014

CLASS     LIFE

1       $5,000
## DEPENDENT OPTIONAL LIFE INSURANCE

### ELIGIBLE CLASSES

All Full-Time United States WEPP Nurses working in the United States enrolled in Employee Basic life Insurance scheduled to work at least 24 hours per week.

All Full-Time United States Employees working in the United States enrolled in Employee Basic Life Insurance scheduled to work at least 28 hours per week, excluding WEPP Nurses.

### CLASSIFICATION

<table>
<thead>
<tr>
<th>Class</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>All Eligible WEPP Nurses</td>
</tr>
<tr>
<td>2</td>
<td>All Other Eligible Employees</td>
</tr>
</tbody>
</table>

- Class Spouse Child under age 26

1 and 2
You may elect one of the following Options:

<table>
<thead>
<tr>
<th>Option</th>
<th>Spouse</th>
<th>Child under age 26</th>
</tr>
</thead>
<tbody>
<tr>
<td>Option I</td>
<td>$10,000</td>
<td>$10,000*</td>
</tr>
<tr>
<td>Option II</td>
<td>$15,000</td>
<td>$15,000*</td>
</tr>
<tr>
<td>Option III</td>
<td>$20,000</td>
<td>$20,000*</td>
</tr>
</tbody>
</table>

* the amount of Dependent Optional Life Insurance for your child under 14 days is None.

(The amount of Dependent Optional Life Insurance cannot exceed 100% of the Employee's total amount of Basic and Optional Life Insurance combined)
WAITING PERIOD

(The period of time you must be employed in an Eligible Class before you can apply for benefits)

Employee Basic Life Insurance
None

Employee Optional Life and Dependent Optional Life Insurance
Until the first of the month coincident with or next following date of employment

CONTRIBUTIONS

The cost of your Employee Basic Life Insurance is paid for entirely by your Employer. This is your non-contributory insurance.

The cost of your Employee Optional Life and Dependent Optional Life Insurance is paid for by you. This is your contributory insurance.

The following Questions and Answers will help you to better understand your benefits.

Please read them carefully and refer any questions to your Employer or call the Sun Life Group Customer Service Center toll free at 1-800-247-6875.
When am I eligible for insurance?

If you are in an Eligible Class shown in the Benefit Highlights, you are eligible on the later of:
- July 1, 2014; or
- your first day of employment for Employee Basic Life Insurance; or
- the first day of the month coincident with or next following your date of employment for Employee Optional Life Insurance.

If you are in an Eligible Class shown in the Benefit Highlights and you have a Dependent, you are eligible for Dependent Optional Life Insurance on the latest of:
- the date you are insured for Employee Basic Life Insurance; or
- July 1, 2014; or
- the date you first acquire a Dependent.

When must I apply for insurance?

You must apply for insurance during your Initial Enrollment Period.

When is my Initial Enrollment Period?

If you are eligible for insurance on July 1, 2014, your Initial Enrollment Period is the period immediately prior to July 1, 2014 as designated by your Employer.

If you first become eligible for insurance after July 1, 2014, your Initial Enrollment Period is the 31 days immediately after your Eligibility Date.

When does my insurance start?

Your insurance starts on the date you are eligible on or after the date you apply for your insurance, if:
- you are Actively at Work on that date; and
- Evidence of Insurability is not required.

If Evidence of Insurability is required for any amount of insurance, your insurance will not start until Sun Life approves your insurance, but you need to be Actively at Work on that date.

What if I am not Actively at Work on the date my insurance starts?

If you are not Actively at Work on the date your insurance would normally start, your insurance will not start until you are Actively at Work.

What happens if I do not apply during the Initial Enrollment Period?

If you do not apply for insurance during your Initial Enrollment Period, you will be insured for Employee Basic Life Insurance only

When does my Dependent’s insurance start?

Your Dependent’s Optional Life Insurance starts on the latest of:
- the date you are eligible for Dependent Optional Life Insurance; or
- the date you apply for Dependent Optional Life Insurance; or
- the date Sun Life approves your Dependent’s Evidence of Insurability (if required); as long as your Dependent is not hospital confined on that date.
If you do not apply for Dependent Optional Life Insurance during your Initial Enrollment Period, your Dependent will not be insured.

If your Dependent is hospital confined on the date your Dependent’s insurance would normally start, your Dependent’s insurance will not start until the Dependent is no longer hospital confined. Hospital confined does not apply to a newborn child.

Can I make any changes in my Plan Options?

No change can be made to your Plan Options until:
- the Annual Enrollment Period; or
- you have a Family Status Change.

When is the Annual Enrollment Period?

The Annual Enrollment Period is the period during the months of April and May of each year as designated by your Employer. During this period of time you may make changes to your Plan Options.

When do changes to my Plan Options start?

If you have increased your amount of insurance, the increase starts on the later of:
- the July 1st following the change in your Plan Options; or
- the date Sun Life approves your Evidence of Insurability (if required);

as long as you are Actively at Work on that date.

If you are not Actively at Work on the date your insurance would normally increase, the increase in your insurance will not start until you are Actively at Work.

If you have increased your Dependent’s amount of insurance, the increase starts on the later of:
- the July 1st following the change in your Plan Options; or
- the date Sun Life approves your Dependent’s Evidence of Insurability (if required);

as long as your Dependent is not hospital confined.

If your Dependent is hospital confined on the date an increase in your Dependent’s insurance would normally start, the increase in your Dependent’s insurance will not start until the Dependent is no longer hospital confined. Hospital confined does not apply to a newborn child.

Decreases in any amount of insurance will start on the on the July 1st following the date of change following the change in your Plan Options.

What if I do not make any changes during the Annual Enrollment Period?

If you do not make any changes during the Annual Enrollment Period you will continue to be insured for the same Plan Option previously selected.

No change in your Plan Options can be made until the next Annual Enrollment Period unless you have a Family Status Change.
What is considered a Family Status Change?

A Family Status Change is one of the following events:
- your marriage or divorce;
- the birth of your child;
- the adoption of a child by you;
- the death of your spouse or child;
- the commencement or termination of employment of your spouse;
- the change from part-time to full-time employment by you or your spouse;
- the change from full-time to part-time employment by you or your spouse;
- the taking of an unpaid leave of absence by you or your spouse;
- a significant change in your health coverage or your spouse’s health coverage as a result of your spouse’s employment.

These changes must be made within 31 days of the change in your Family Status and be necessary or appropriate as a result of the Family Status Change.

When does insurance due to Family Status Changes start?

If you have increased your amount of insurance, the increase starts on the latest of:
- the date you apply for a change in your Plan Options; or
- the date your Family Status changes; or
- the date Sun Life approves your Evidence of Insurability (if required);

as long as you are Actively at Work on that date.

If you are not Actively at Work on the date your insurance would normally increase, the increase in your insurance will not start until you are Actively at Work.

If your Dependent is hospital confined on the date an increase in your Dependent’s insurance would normally start, the increase in your Dependent’s insurance will not start until the Dependent is no longer hospital confined. Hospital confined does not apply to a newborn child.

If due to the Family Status Change you decrease your amount or your Dependent's amount of insurance, you or your Dependent will be insured for the decrease on the date you make a written application for the change in your Plan Options.

When do all other changes in my amount of insurance occur?

If your amount of insurance increases, your increase will take effect immediately upon the date of change, as long as:
- you are Actively at Work on that date; and
- Evidence of Insurability is not required for the increase in your amount of insurance.

If your amount of insurance decreases, your decrease will take effect immediately upon the date of change.

If Evidence of Insurability is required for any increase in your amount of insurance, the increase in your insurance will not start until Sun Life approves the increase, but you need to be Actively at Work on that date.

If you are not Actively at Work on the date an increase in your insurance would normally start, the increase in your insurance will not start until you are Actively at Work.
When does my insurance cease?

Your insurance ceases on the earliest of:
- the date the Group Policy terminates.
- the date you are no longer in an Eligible Class.
- the date your class is no longer included for insurance.
- the last day for which any required premium has been paid for your insurance.
- the last day of the month in which you retire, unless you are eligible for Retiree Life Insurance.
- the date you request in writing to terminate your insurance.
- the date you enter active duty in any armed service during a time of war (declared or undeclared).
- the last day of the month in which your employment terminates.
- the date you cease to be Actively at Work.

Are there any conditions under which my insurance can continue?

Yes.

If you are on temporary layoff, leave of absence or vacation, your Employer may continue your insurance by paying the required premium for the length of time specified below.

- Layoff - up to 1 month.
- Leave of Absence – up to 18 months (including Family and Medical Leave of Absences.)
- Vacation – up to 3 months

If you are absent from work due to an injury or sickness, your Employer may continue your insurance, by paying the required premium, for up to 18 months. However, you may continue your amount of Life Insurance as long as you are receiving Long Term Disability Income Insurance benefits under your Employer's group plan until you reach age 65.

If your coverage terminates and you are not eligible for any of the described continuations, you may be eligible for a Conversion Privilege. Refer to the "Conversion Privilege" in the Life Benefit section. Please note that you need to apply for the conversion and pay the required premium within 31 days following your termination of insurance.

You may be eligible to continue your insurance coverage pursuant to the Family and Medical Leave Act of 1993, as amended or continue coverage pursuant to a state required continuation period (if any). You should contact your Employer for more details.

You may be eligible to continue your insurance coverage pursuant to the Uniformed Services Employment and Reemployment Rights Act (USERRA). You should contact your Employer for more details.
When does my Dependent’s insurance cease?

Your Dependent’s insurance ceases on the earliest of:
- the date the Group Policy terminates.
- the date you cease to be insured.
- the date you are no longer in an Eligible Class for Dependent Insurance.
- the last day of the month in which the Dependent does not qualify as a Dependent.
- the last day for which any required premium has been paid for your Dependent’s insurance.
- the date you request in writing to terminate your Dependent's insurance.
- the date your Dependent enters active duty in any armed service during a time of war (declared or undeclared).
- the last day of the month in which you retire.
- the date you die.

Are there any conditions under which my Dependent’s insurance can continue?

Yes.

If your Dependent’s coverage terminates, your Dependent may be eligible for a Conversion Privilege. Refer to the "Conversion Privilege" of the Dependent Optional Life Benefit section. Please note that you or your Dependent need to apply for the conversion and pay the required premium within 31 days following termination of the Dependent’s insurance.
What is the Life Insurance Benefit?

If you die while insured, your Beneficiary will receive the amount of your Life Insurance in force when Sun Life receives written Notice and Proof of Claim.

What is the amount of my Life Insurance?

Basic Life Insurance

The amount of your Basic Life Insurance is the lesser of:

1. your Basic amount of insurance as determined in the Benefit Highlights; or
2. the Basic Guaranteed Issue Amount shown in the Benefit Highlights, plus any amount of insurance over your Basic Guaranteed Issue Amount that Sun Life has approved your Evidence of Insurability.

Your Basic Life Insurance cannot exceed the Basic Maximum Benefit shown in the Benefit Highlights.

Your amount of Basic Life Insurance is subject to the Exclusions shown below and any Evidence of Insurability requirements or terminations shown in the Benefit Highlights.

Optional Life Insurance

The amount of your Optional Life Insurance is the lesser of:

1. your Optional amount of insurance elected as determined in the Benefit Highlights; or
2. the Optional Guaranteed Issue Amount shown in the Benefit Highlights, plus any amount of insurance over your Optional Guaranteed Issue Amount that Sun Life has approved your Evidence of Insurability.

Your Optional Life Insurance cannot exceed the Optional Maximum Benefit shown in the Benefit Highlights.

Your amount of Optional Life Insurance is subject to the Exclusions shown below and any Evidence of Insurability requirements or terminations shown in the Benefit Highlights.

What are the Exclusions?

If your cause of death is suicide:

- No benefit is payable if the suicide occurs within 24 months after your Life Insurance starts. Any period of time you were insured for the same amount of life insurance under your Employer’s prior group life policy will count towards your completion of the 24 months.

- No amount of Optional Life Insurance is payable if the suicide occurs within 24 months after your Optional Life Insurance starts. Any period of time you were insured for the same amount of Optional Life Insurance under your Employer’s prior group life policy will count towards your completion of the 24 months.

- No increased or additional amount of your Life Insurance is payable if the suicide occurs within 24 months after your increased or additional amount of Life Insurance starts.

- No amount of your Life Insurance over your Guaranteed Issue Amount is payable if the suicide occurs within 24 months after the amount over your Guaranteed Issue Amount starts.
What is the Accelerated Benefit?
If Sun Life receives satisfactory proof that you are Terminally Ill, part of your Life Insurance may be payable to you while you are still living.

When am I eligible for an Accelerated Benefit?
(Applicable if you were hired on or before July 1, 2014)
You are eligible if:
- you were Actively at Work on July 1, 2014 and have been insured for Life Insurance for at least 60 days. (This includes any period of time you were insured under the prior insurer’s group life policy); and

(Applicable if you were hired after July 1, 2014)
You are eligible if:
- you have been insured for Life Insurance for at least 60 days; and

(Applicable to All Employees)
- you are certified as Terminally Ill with a life expectancy of 12 months or less; and
- you are insured for at least $20,000 of Life Insurance.

How do I receive an Accelerated Benefit?
You need to submit a written request to Sun Life.

If you have assigned your Life Insurance, named an irrevocable Beneficiary or have a former spouse named as Beneficiary as part of a divorce decree, you must have a signed agreement from those parties.

What is the amount of Accelerated Benefit?
You can request up to 75% of the amount of your Life Insurance currently in force. The maximum amount you can request is $500,000. The minimum amount you may request is $10,000.

If you have received an Accelerated Benefit under the prior insurer’s group life policy, you can request up to 75% of your Life Insurance currently in force reduced by the amount of the Accelerated Benefit you have previously received.

How is the Accelerated Benefit paid?
The Accelerated Benefit is paid in a single lump sum amount.

Can I receive more than one Accelerated Benefit?
You may request the Accelerated Benefit only once under Sun Life’s Group Policy.
Are there any charges if I request an Accelerated Benefit?

No.

What happens to my Life Insurance if I receive an Accelerated Benefit?

If you have received an Accelerated Benefit from Sun Life or the prior insurer’s group life policy, your Life Insurance will be reduced by an amount equal to the Accelerated Benefit paid by Sun Life, and an amount equal to the Accelerated Benefit paid by the prior insurer’s group life policy.

Some Important Notes about your Accelerated Benefit

Your Accelerated Benefit is not a long term care policy. The amount your Accelerated Benefit would pay may not be enough to cover nursing home expenses or other bills. You may use the money received from the Accelerated Benefit for any purpose.

Receipt of your Accelerated Benefit may affect your Medicaid eligibility

No Accelerated Benefit payment will be processed if you are required to request it by a third party, including any creditor, governmental agency, trustee in bankruptcy or any other person, or as the result of a court order.

Benefits payable under this provision MAY be taxable. You should consult your tax advisor. Sun Life does not give tax or legal advice.

What is the Conversion Privilege?

If your Life Insurance ceases, you may be able to convert your Life Insurance to an individual policy. You need to apply for the Conversion Privilege within 31 days. See question "How do I convert my Life Insurance?".

When can I convert my Life Insurance?

1. You can convert if all or part of your Life Insurance ceases or reduces due to:
   - termination of your employment;
   - termination of your membership in an Eligible Class;
   - your retirement;
   - your reaching a specified age; or
   - your changing to a different Eligible Class; or
   - your continuation period ending during your layoff or leave of absence.

2. You can convert if you have been continuously insured for 5 or more years under Sun Life’s Group Life Policy and all or part of your Life Insurance ceases or reduces due to:
   - termination of the Life Insurance Benefit Provision;
   - termination of the Group Policy;
   - an amendment to the Group Policy to reduce the amount of Life Insurance in your Eligible Class; or
   - an amendment to the Group Policy to terminate your Eligible Class.

What amount of Life Insurance can I convert?

The amount of Life Insurance you can convert depends on the reason your Life Insurance ceases.
BENEFIT PROVISIONS
EMPLOYEE LIFE INSURANCE

If your amount of Life Insurance ceased or reduced for the reasons stated in #1 "When can I convert my Life Insurance?", you can convert up to the amount that ceased or reduced. If your amount of Life Insurance that ceased is $10,000 or more, the minimum amount of your individual policy must be $10,000.

If your amount of Life Insurance ceased or reduced for the reasons stated in #2 "When can I convert my Life Insurance?", you can convert up to the lesser of:
- $10,000; or
- the amount that ceased or reduced less any amount of group life insurance you may become eligible for within 31 days after your Life Insurance ceased or reduced.

How do I convert my Life Insurance?

You convert by applying to Sun Life for an individual policy along with sending payment of the first premium within 31 days after any part of your Life Insurance ceases or reduces. This is your 31 day conversion period. However, if you are not notified by your Employer of this conversion privilege, you will have an additional 15 days to exercise this conversion privilege. In no event will this conversion privilege be extended beyond 30 days following your 31 day conversion period.

What type of individual policy is available?

You can convert to any plan of permanent life insurance available by Sun Life for conversion. The individual policy will not include any additional benefits such as disability benefits or accidental death and dismemberment benefits.

You do not have to submit Evidence of Insurability to convert to an individual policy.

When does my individual policy start?

If your application for the individual policy is received and the first premium is paid when due, your individual policy starts on the day after the 31 day conversion period.

What happens if I die during the 31 day conversion period?

If Sun Life receives Notice and Proof of Claim, a death benefit is payable to your Beneficiary, whether or not you had applied for an individual policy or had paid the first premium.

The death benefit is the amount of Life Insurance you would have been eligible to convert.
What happens when my Employer transfers Insurance Carriers to Sun Life?

In order to prevent losing your insurance, Sun Life will provide the following coverage.

If you are not Actively at Work on July 1, 2014, you will be insured if:

1. you were insured under the prior insurer’s group Life policy at the time of the transfer; and
2. you are a member of an Eligible Class; and
3. premiums for you are paid up to date; and
4. you are not receiving or eligible to receive benefits under the prior insurer’s group Life policy.

Any Life benefit payable will be the lesser of:
- the Life benefit payable under the Group Policy; or
- the Life benefit payable under the prior insurer’s group Life policy had it remained in force.

All other provisions of Sun Life’s Group Policy will apply.
BENEFIT PROVISIONS

DEPENDENT OPTIONAL LIFE INSURANCE

What is my Dependent Optional Life Insurance Benefit?

If your Dependent dies while insured, you will receive the amount of your Dependent Optional Life Insurance in force when Sun Life receives written Notice and Proof of Claim.

What is the amount of my Dependent Optional Life Insurance?

The amount of your Dependent Optional Life Insurance is the amount of Optional Life Insurance you elected for your Dependent as determined in the Benefit Highlights.

The amount of your Dependent’s Optional Life Insurance is subject to the Exclusions shown below and any Evidence of Insurability requirements shown in the Benefit Highlights.

What are the Exclusions?

If your Dependent Spouse’s cause of death is suicide:
- No amount of Dependent Spouse Optional Life Insurance is payable if your Dependent Spouse’s suicide occurs within 24 months after your Dependent Spouse’s Optional Life Insurance first starts. Any period of time your Dependent Spouse was insured for the same amount of Optional Life Insurance under your Employer’s prior group life policy will count towards your Dependent Spouse’s completion of the 24 months.

- No increased or additional amount of Dependent Spouse Optional Life Insurance is payable if your Dependent Spouse’s suicide occurs within 24 months after your Dependent Spouse’s increased or additional amount of Optional Life Insurance starts.

What is the Conversion Privilege?

If your Dependent’s Optional Life Insurance ceases, your Dependent may be able to convert the Optional Life Insurance to an individual policy.

When can my Dependent convert?

1. Your Dependent can convert if all or part of your Dependent’s Optional Life Insurance ceases or reduces due to:
   - termination of your employment;
   - termination of your membership in an Eligible Class;
   - your retirement;
   - your reaching a specified age;
   - your death; or
   - your changing to a different Eligible Class; or
   - your Dependent no longer qualifying as a Dependent.

2. Your Dependent can convert if your Dependent has been continuously insured for 5 or more years under Sun Life’s Group Life Policy and all or part of your Dependent’s Optional Life Insurance ceases due to:
   - termination of the Dependent Optional Life Insurance Benefit Provision;
   - termination of the Group Policy;
   - an amendment to the Group Policy to terminate your Eligible Class.

What amount of Optional Life Insurance can my Dependent convert?

The amount of Optional Life Insurance your Dependent can convert depends on the reason your Dependent’s Optional Life Insurance ceased.
If your Dependent’s amount of Optional Life Insurance ceased or reduced for the reasons stated in #1 “When can my Dependent convert?”, your Dependent can convert up to the amount that ceased or reduced. If your Dependent’s amount of Optional Life Insurance that ceased is $10,000 or more, the minimum amount of your Dependent’s individual policy must be $10,000.

If your Dependent’s amount of Optional Life Insurance ceased for the reasons stated in #2 “When can my Dependent convert?”, your Dependent can convert up to the lesser of:
- $10,000; or
- the amount that ceased, less any amount of group life insurance your Dependent may become eligible for within 31 days after your Dependent’s Optional Life Insurance ceased.

How can my Dependent convert?

You or your Dependent need to apply to Sun Life for an individual policy along with sending payment of the first premium within 31 days after any part of your Dependent’s Optional Life Insurance ceases or reduces. This is your Dependent’s 31 day conversion period. However, if your Dependent is not notified by your Employer of this conversion privilege, your Dependent will have an additional 15 days to exercise this conversion privilege. In no event will this conversion privilege be extended beyond 30 days following your Dependent’s 31 day conversion period.

What type of individual policy is available?

Your Dependent can convert to any plan of permanent life insurance available by Sun Life for conversion. The individual policy will not include any additional benefits such as disability benefits or accidental death and dismemberment benefits.

Your Dependent does not have to submit Evidence of Insurability to convert to an individual policy.

When does my Dependent’s individual policy start?

If your Dependent’s application for the individual policy is received and the first premium paid when due, your Dependents individual policy starts on the day after your Dependent’s 31 day conversion period.

What happens if my Dependent dies during the 31 day conversion period?

If Sun Life receives Notice and Proof of Claim, a death benefit is payable to you, whether or not your Dependent had applied for an individual policy or had paid the first premium.

The death benefit is the amount of Optional Life Insurance your Dependent would have been eligible to convert.
What happens when my Employer transfers Insurance Carriers to Sun Life?

In order to prevent losing your insurance, Sun Life will provide the following coverage.

If your Dependent is hospital confined on July 1, 2014, your Dependent will be insured if:

1. your Dependent was insured under the prior insurer’s group life policy at the time of the transfer; and
2. you are a member of an Eligible Class; and
3. premiums for your Dependent are paid up to date; and
4. your Dependent is not receiving or eligible to receive benefits under the prior insurer’s group life policy.

Any Dependent Optional Life benefit payable will be the lesser of:
- the Dependent Optional Life benefit payable under the Group Policy; or
- the Dependent Optional Life benefit payable under the prior insurer’s group life policy had it remained in force.

All other provisions of Sun Life’s Group Policy will apply.
CLAIM PROVISIONS

How is a claim submitted?

To submit a claim, you or someone on your behalf must send Sun Life written Notice and Proof of Claim within the time limits specified. Your Employer has the Sun Life Notice and Proof of Claim forms.

When does written Notice of Claim have to be submitted?

for a Death Claim - written notice of claim must be given to Sun Life no later than 30 days after the date of death.

If notice cannot be given within the applicable time period, Sun Life must be notified as soon as it is reasonably possible.

When Sun Life has received written notice of claim, Sun Life will send the forms for proof of claim. If the forms are not received within 15 days after written notice of claim is sent, proof of claim may be sent to Sun Life without waiting to receive the proof of claim forms.

When does written Proof of Claim have to be submitted?

for a Death Claim - proof of claim must be given to Sun Life no later than 90 days after date of death.

If proof cannot be given within these time limits, proof must be given as soon as reasonably possible. Proof of claim may not be given later than one year after the time proof is otherwise required unless the individual is legally incompetent.

What is considered Proof of Claim?

Proof of Claim must consist of at least the following information:
- a description of the loss;
- the date the loss occurred; and
- the cause of the loss.

(For example: a Death Claim would include at least the Death Certificate for Proof of Claim)

Proof must be satisfactory to Sun Life.

Sun Life may require as part of the Proof, authorizations to obtain medical and non-medical information.

When are benefits payable?

Benefits are payable when Sun Life receives satisfactory Proof of Claim.

When will a decision on my claim be made?

Sun Life will send you a written notice of decision on your claim within a reasonable time after Sun Life receives the claim but not later than 45 days after receipt of the claim. If Sun Life cannot make a decision within 45 days after receiving your claim, Sun Life will request a 30 day extension as permitted by U.S. Department of Labor regulations. If Sun Life cannot render a decision within the extension period, Sun Life will request an additional 30 day extension. Any request for extension will specifically explain:
1. the standards on which entitlement to benefits is based;
2. the unresolved issues that prevent a decision on the claim; and
3. the additional information needed to resolve those issues.

If a period of time is extended because you failed to provide necessary information, the period for making the benefit determination is tolled from the date Sun Life sends notice of the extension to you until the date on which you respond to the request for additional information. You will have at least 45 days to provide the specified information.
What if my claim is denied?

If Sun Life denies all or any part of your claim, you will receive a written notice of denial setting forth:
1. the specific reason or reasons for the denial;
2. the specific Group Policy provisions on which the denial is based;
3. your right to receive, upon request and free of charge, copies of all documents, records, and other information relevant to your claim for benefits;
4. a description of any additional material or information needed to prove entitlement to benefits and an explanation of why such material or information is necessary;
5. a description of the appeal procedures and time limits;
6. your right to bring a civil action under ERISA, §502(a) following an adverse determination on review;
7. the identity of an internal rule, guideline, protocol or other similar criterion, if any, that was relied upon to deny the claim and a copy of the rule, guideline, protocol or criterion or a statement that a copy is available free of charge upon request; and
8. the identity of any medical or vocational experts whose advice was obtained in connection with the claim, regardless of whether the advice was relied upon to deny the claim.

Can I request a review of a claim denial?

If all or part of your claim is denied, you may request in writing a review of the denial within 180 days after receiving notice of denial.

You may submit written comments, documents, records or other information relating to your claim for benefits, and may request free of charge copies of all documents, records, and other information relevant to your claim for benefits.

Sun Life will review the claim on receipt of the written request for review, and will notify you of Sun Life’s decision within a reasonable time but not later than 45 days after the request has been received. If an extension of time is required to process the claim, Sun Life will notify you in writing of the special circumstances requiring the extension and the date by which Sun Life expects to make a determination on review. The extension cannot exceed a period of 45 days from the end of the initial review period.

If a period of time is extended because you failed to provide information necessary to decide your claim, the period for making the decision on review is tolled from the date Sun Life sends notice of the extension to you until the date on which you respond to the request for additional information. You will have at least 45 days to provide the specified information.

What if my claim is denied on review?

If Sun Life denies all or any part of your claim on review, you will receive a written notice of denial setting forth:
1. the specific reason or reasons for the denial;
2. the specific Group Policy provisions on which the denial is based;
3. your right to receive, upon request and free of charge, copies of all documents, records, and other information relevant to your claim for benefits;
4. your right to bring a civil action under ERISA, §502(a);
5. the identity of an internal rule, guideline, protocol or other similar criterion, if any, that was relied upon to deny the claim and a copy of the rule, guideline, protocol or criterion or a statement that a copy is available free of charge upon request;
6. the following statement: “You and your plan may have other voluntary alternative dispute resolution options, such as mediation. One way to find out what may be available is to contact your local U.S. Department of Labor Office and your State Insurance regulatory agency.”; and
7. the identity of any medical or vocational experts whose advice was obtained in connection with the appeal, regardless of whether the advice was relied upon to deny the appeal.

Who are benefits payable to?

Benefits payable upon your death are payable to your Beneficiary living at the time (other than your Employer). You must name your Beneficiary on a form acceptable to Sun Life. Unless you otherwise specify, if more than one Beneficiary
survives you, all surviving Beneficiaries will share equally. If no Beneficiary is alive on the date of your death, payment will be made to your estate.

If you named Beneficiaries under your Employer’s Plan prior to the effective date of the Group Policy, that beneficiary designation will remain in effect unless you elect to change Beneficiaries.

All other benefits payable during your lifetime are payable to you.

If a benefit is payable to your estate, if you are a minor, or you are not competent, Sun Life has the right to pay an amount of the benefit up to $5,000 to any of your relatives that Sun Life considers entitled. If Sun Life pays benefits in good faith to a relative, Sun Life will not have to pay those benefits again.

If your Beneficiary is a minor or is not competent, Sun Life has the right to pay up to $1,000 to the person or institution that appears to have assumed custody and main support for the minor, until the appointed legal representative makes a formal claim. If Sun Life pays benefits in good faith to a person or institution, Sun Life will not have to pay those benefits again.

**Can I change my Beneficiary?**

You can change your Beneficiary at any time, unless you have stated your choice of Beneficiary is irrevocable or you have assigned your interest in your Life Insurance to another person. Any request for change of Beneficiary must be in a written form and will take effect on the date you sign and file the change with your Employer. If Sun Life has taken any action or made payment before receiving notice of that change, your change of Beneficiary will not affect any action or payment made by Sun Life. The consent of your Beneficiary is not required to change any Beneficiary unless the Beneficiary designation was irrevocable.

**Can I assign my Life Insurance?**

You can transfer ownership of your Life Insurance under the Group Policy by means of an absolute assignment. You cannot make an absolute assignment to your Employer. All your rights and duties as owner are transferred to the new owner. The new owner can make any change the Group Policy allows, such as a change of Beneficiary.

If you made an assignment under your Employer’s plan prior to the effective date of the Group Policy, that assignment remains in force with respect to the Group Policy.

Any assignment must be in a written form and will take effect on the date you sign and file the assignment with your Employer. If Sun Life has taken any action or made payment before receiving notice of that change, the assignment will not affect any action or payment made by Sun Life. Sun Life will not be responsible for the legal, tax or other effects of any assignment.
How can statements made in any application for insurance be used?

All statements made in any application are considered representations and not warranties. No representation by you in applying for insurance under the Group Policy will be used to reduce or deny a claim unless a copy of your written application for insurance is or has been given to you or to your Beneficiary, if any.

No statement made by you or any of your Dependents, relating to Evidence of Insurability for an initial, increased or additional amount of insurance, will be used in contesting the validity of that insurance, after such initial, increased or additional amount of insurance has been in force for a period of two years during that individual’s lifetime. This statement must be contained in a form signed by that individual.

What happens if facts are misstated?

If relevant facts about you or any one of your Dependents are not accurate:
- an equitable adjustment of premium will be made; and
- the true facts will be used to determine if and in what amount insurance is valid under the Group Policy.

If the amount of benefit depends on your age, the benefit will be the amount you would have been entitled to if your correct age were known.

Do these group benefits affect Workers’ Compensation?

The Group Policy is not in lieu of, and does not affect, any requirement for coverage by Workers’ Compensation Insurance.

Can the Policyholder act as a Sun Life agent?

For all purposes of the Group Policy, the Policyholder acts on its own behalf or as your agent. Under no circumstances will the Policyholder be deemed a Sun Life agent.
These are some of the general terms you need to know.

**Actively at Work** means that you perform all the regular duties of your job for a full work day scheduled by your Employer at your Employer’s normal place of business or a site where your Employer’s business requires you to travel.

You are considered Actively at Work on any day that is not your regular scheduled work day (e.g., you are on vacation or holiday) as long as you were Actively at Work on your immediately preceding scheduled work day, and you:
- are not hospital confined; or
- are not disabled due to an injury or sickness.

You are considered Actively at Work if you usually perform the regular duties of your job at your home as long as you can perform all the regular duties of your job for a full work day and could do so at your Employer’s normal place of business, if required, and you:
- are not hospital confined; or
- are not disabled due to an injury or sickness.

**Eligibility Date** means the date or dates you become eligible for insurance under the Group Policy. Classes eligible for insurance are shown in the Benefit Highlights.

**Employee (You)** means a person who is employed by the Employer within the United States, scheduled to work at least the number of hours shown in the Benefit Highlights, and paid regular earnings. If you are working on a temporary assignment outside of the United States for a period of 12 months or less, you will be deemed to be working within the United States. If you are working outside of the United States for more than 12 months or other than on a temporary assignment, you will not be considered an Employee under the Group Policy unless Sun Life approves your eligibility in writing.

**Employer** means University of Kentucky and includes any Subsidiary or Affiliated company insured under the Group Policy.

**Evidence of Insurability** means a statement or records of your or your Dependent’s medical history upon which acceptance for insurance will be determined by Sun Life. In some cases, Sun Life may require that you or your Dependent submit to a paramedical examination, at Sun life’s expense, as part of the Evidence of Insurability.

**Guaranteed Issue Amount** means the maximum amount of insurance available to you without Evidence of Insurability.

**Physician** means an individual who is operating within the scope of his license and is either:
- licensed to practice medicine and prescribe and administer drugs or to perform surgery; or
- legally qualified as a medical practitioner and required to be recognized, under the Group Policy for insurance purposes, according to the insurance regulations of the governing jurisdiction.

The Physician cannot be you, your spouse or the parents, brothers, sisters or children of you or your spouse.

**Retirement Plan** means a program which provides retirement benefits to you and is not funded entirely by your contributions. The term does not include a 401(k) plan, a 403(b) plan, a profit sharing plan, a thrift plan, an individual retirement account (IRA), a tax sheltered annuity (TSA), a stock ownership plan, or a nonqualified plan of deferred compensation.

Your Employer's Retirement Plan will include any Retirement Plan:
- which is part of any federal, state, county, municipal or association retirement system; and
- you are eligible for as a result of your employment with your Employer.

**Waiting Period** means the length of time immediately before your Eligibility Date during which you must be employed in an Eligible Class. Any period of time that you were Actively at Work for your Employer will count towards completion of your Waiting Period. The Waiting Period is shown in the Benefit Highlights.
These are Life Insurance terms you need to know.

**Basic Maximum Benefit** means the amount of Basic Life Insurance available to you. The Basic Maximum Benefit is shown in the Benefit Highlights.

**Beneficiary** means the person (it cannot be your Employer) who is entitled to receive death benefit proceeds as they become due under the Group Policy. A Beneficiary must be named by you on a form acceptable to Sun Life and executed by you.

**Optional Maximum Benefit** means the amount of Optional Life Insurance available to you. The Optional Maximum Benefit is shown in the Benefit Highlights.

**Retirement** for the purposes of your being considered retired means the first of the following dates to occur:

1. the effective date of your retirement benefits under:
   a. any plan of a federal, state, county, municipal or an association retirement system for which you are eligible as a result of your employment with your Employer;
   b. any Retirement Plan your Employer sponsors; or
   c. any Retirement Plan your Employer makes or has made contributions to.

2. the effective date of your retirement benefits under the Social Security Act or any similar plan or act. However, if you meet the definition of an Employee Actively at Work and you are receiving retirement benefits under the Social Security Act or similar plan or act, you will not be considered retired.

**Terminally Ill or Terminal Illness** means your Sickness or physical condition that is certified by a Physician to reasonably be expected to result in your death within twelve months or less.
These are Dependent Optional Life Insurance terms you need to know.

**Dependent** means your:
- spouse;
- unmarried child from live birth to under age 26.

Your unmarried step-child, foster child or adopted child is included as a Dependent if he/she depends on you for 50% or more of his/her support and is living with you in a regular parent-child relationship. A child is considered adopted if in your legal custody under an interim court order of adoption, whether or not a final adoption order is ever issued.

Dependent also includes your Sponsored Dependent as long as:

- you provide residency documentation to your Employer for Dependents who are not your spouse or child(ren); and
- your Sponsored Dependent cannot establish residency with an Employee of the University of Kentucky for the primary purpose of obtaining benefits; and
- an adult Sponsored Dependent cannot be covered if a Dependent Spouse is already covered for Dependent Optional Life Insurance.

If an unmarried child is:
- incapable of self-sustaining employment because of mental retardation, developmental disability or physical handicap; and
- depends on you for 50% or more of his/her support;
that child will continue to be a Dependent for as long as these two conditions exist.

No person may be considered to be a Dependent of more than one Employee.
PORTABILITY RIDER

Effective July 1, 2014, the following provision is added to Group Certificate No. 234939-001 Life Insurance Benefit Provision

What is the Portability Privilege?

If, prior to age 70, your Life Insurance ceases because you terminate employment, you may apply for portable coverage, during the 31 day conversion period, instead of converting to an individual policy.

How does this differ from the Conversion Privilege?

Portable coverage is group term life insurance. This benefit may be continued only to age 70. At the end of that time, you may convert the coverage then in force to an individual permanent life policy under a Conversion Privilege.

Are there reasons I would not be able to port my Life coverage?

Yes. You may not port your coverage if:
- you are age 70 or older; or
- you have an injury or sickness that would have a material effect on your life expectancy or would prevent you from performing your own occupation on a full-time basis; or
- your employment hours with the Employer have been reduced; or
- you remain in employment with the Employer, other than a full-time basis.

What amounts of insurance are portable?

You may apply for portable coverage up to the amount of Life Insurance that ceased, to a maximum of $500,000. If you port your Life Insurance, you may also port any Dependent Life Insurance that ceased due to your termination of employment.

When does my portable coverage start?

If your application is approved and the first premium is paid when due, your coverage will start on the day after the 31 day conversion period. If your application is declined, you will be given a 31 day period to apply for an individual permanent life policy under the conversion privilege.

How do I apply for portable coverage?

You must complete an application for portable coverage, and send it, with payment of the first premium, to Sun Life within 31 days of the date your Life Insurance ceases.

The application contains a table to calculate the applicable premium, based on your age and the amount of coverage elected.

The application is available from your Employer.

When does my portable coverage cease?

Your portable coverage ceases on the earliest of:
- the date you reach age 70; or
- the date you do not submit premium to Sun Life for your portability coverage; or
- the date the portable group insurance policy ceases.
SUN LIFE ASSURANCE COMPANY OF CANADA

[Signature]

Dean A. Connor
President and Chief Executive Officer